IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

CIVIL APPLICATION NO. 2874 OF 1999.
IN
FIRST APPEAL St.No.4534 OF 1999.

United India Insurance Co.ltd. ... Applicant.
Versus.
Sulochana wd/o.Jayantibhai
Govindbhai Patel and others. ... Respondents.

Shri V.S.Khemka for the Applicant.

CORAM : ABHAY S.OKA, J.

DATED : 7th June, 2006.

P.C.:

1. On 14th December 2000 ad-interim relief in terms of prayer clause (a) has been granted on condition of the Applicant/Appellant depositing the decretal amount. The learned Counsel appearing for the Applicant/Appellant states that the amount has been deposited. As a result of ad-interim stay, the original claimants could not withdraw the compensation amount for a period of more than five years. The Applicant is not able to serve the notice of the Application for condonation of delay to the original Claimants.

2. The only contention raised in the Appeal is that the Applicant insurance company is not liable to satisfy the award which is passed against the owner of the vehicle which was insured with the Applicant. Even if delay is condoned and subsequently the appeal is allowed, the Award against the owner/insured will

remain. Even if the amount deposited by the Applicant is paid to the original Claimants, award against the insured will remain and the Applicant insurance company can always recover the amount of compensation from the owner of the vehicle.

3. Hence no case is made out for grant of any interim relief. Application is rejected. Ad-interim relief granted on 14th December 2000 is vacated. It is made clear that the withdrawal of the amount of compensation by the Claimants will be subject to the final outcome of the Appeal.

Judge.